

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost Contract		Page 1 Of 6	
2. Amendment/Modification No. P00022		3. Effective Date 2007MAY14		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ASGA MICHAEL CHANEY (586)574-7634 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 EMAIL: MICHAEL.R.CHANEY@TACOM.ARMY.MIL		Code W56HZV	7. Administered By (If other than Item 6) OFFICE OF NAVAL RESEARCH CHICAGO REGIONAL OFFICE 230 SOUTH DEARBORN STREET, ROOM 380 CHICAGO, IL 60605-1595				Code N62880
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) REGENTS OF THE UNIVERSITY OF MICHIGAN DIVISION OF RESEARCH DEVELOPMENT AND ADMINISTRATION 503 THOMPSON ST ANN ARBOR, MI 48109-1340 TYPE BUSINESS: Other Educational				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		DAAE07-03-C-L098	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003JUL08	
Code 03399		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <div style="margin-left: 40px;"><input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</div> Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AS NET INCREASE: \$287,712.32							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 6							
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.</div><div>The Changes Set Forth In Item 14 Are Made In</div></div>							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Exercise Option							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) DEREK MCALEER DEREK.MCALEER@US.ARMY.MIL (586)574-8093			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007MAY14	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

CONTRACT FOR:	VETRONICS INSTITUTE
PREVIOUS CONTRACT AMOUNT:	\$2,051,485.66
AMOUNT THIS ACTION:	\$ 287,712.32
TOTAL CONTRACT AMOUNT:	\$2,339,197.98

- This is a unilateral Modification.
- The purpose of this Modification P00022 is to increase the level of effort on the contract by 2488 hours at an estimated cost of \$287,712.32. Work Directive 1024, Revision 0000 is applicable.
- Our right to exercise these option hours is in contract paragraph H.1.
- The contract is modified as follows:
 - CLIN 0001 is revised to reflect the increase in the contract amount as follows:

	Total Cost
Prior Amount:	\$2,051,485.66
Amount This Action:	\$ 287,712.32
Current Amount:	\$2,339,197.98

The total number of hours authorized on CLIN 0001 is 20,562.50.
 - CLIN 0001AX is added to reflect the funds currently available for performance.
 - The contract administration data for the additional effort is added.
 - Paragraph H.1.4 is revised to reflect the decrease in the number of hours currently available for exercise from 3,173.5 to 685.5.
- By this action, the total contract amount is increased by \$287,712.32 from \$2,051,485.66 to \$2,339,197.98.

*** END OF NARRATIVE A 0022 ***

Name of Offeror or Contractor: REGENTS OF THE UNIVERSITY OF MICHIGAN

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG STAT/ ACRN JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0001AX	R372C191R3 622601H9100	AS 1 72C191	0.00	287,712.32	287,712.32
			NET CHANGE	287,712.32	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AS	21 72040000076N6N7EP622601255Y S20113	W56HZV	287,712.32
NET CHANGE				287,712.32

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	2,051,485.66	287,712.32	2,339,197.98

ACRN	EDI ACCOUNTING CLASSIFICATION
AS 21 070820400000 S20113 76N6N7E622601H9100255Y	72C191S20113 W56HZV

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

H.1.1 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 7,880 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than fifteen (15) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: 3,667. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.1.2 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 8,000 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than twenty seven (27) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: 5,743. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.1.3 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 8,000 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than thirty six (36) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: -0-. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.1.4 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 8,000 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than forty eight (48) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: 685.5. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.1.5 The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 8,000 manhours at the hourly rate set forth in B.3.1.1. The Government may exercise this option at any time on or after contract award, but in any event not later than sixty (60) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right either to add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. Hours available for exercise: 8,000. If additional material or travel costs are required, these costs will be funded on a cost reimbursement only basis.

H.2 Subcontracting Plan

The Subcontracting Plan for Small and Small Disadvantaged Business Concerns, dated 27 May 03, submitted in response to DAAE07-02-R-L017 is hereby incorporated by reference.

H.3 CONFLICT OF INTEREST

H.3.1 The contractor agrees that he will not compete for or accept any contract or subcontract for the production of any system, component or items on which he has worked under this contract. In addition, the contractor agrees not to work as a subcontractor (including but not limited to, development or production, engineering, and consulting) to any hardware vendor to provide any system, component, or item on which he has worked under this contract. This prohibition shall be in effect from contract award through one (1) year after the end of the contract.

H.3.2 The term "Contractor" herein means (i) the organization (hereinafter referred to as "it" or "its") entering into this contract with the U.S. Government, (ii) all business organizations with which it may merge, join or affiliate, now or in the future, and in any manner whatever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it, (iii) its parent organization (if any) or its present or future subsidiaries, associates, affiliates, or holding companies, and (iv) any organization or enterprise over which it has direct or indirect control (now or in the future). The prior approval of the contracting officer is required before any work to be performed under this contract may be subcontracted to any of the organizations described in (ii), (iii) or (iv) immediately preceding.

H.3.3 The contractor agrees to enter into written agreements with all companies to whose proprietary data he shall have access to the effect that he will protect such data from unauthorized use or disclosure as long as it remains proprietary. The contractor shall furnish the Contracting Officer with copies of such written agreements within 15 days of the date of the agreement, in accordance with FAR 9.505-4. Failure to enter into written agreements and to provide evidence of the agreements to the Contracting Officer will be considered a condition that is endangering performance. The contractor shall not have access to proprietary information until all

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disclosure statements have been furnished to the Contracting Officer. Beginning work before the disclosure agreements have been signed and provided to the Contracting Officer will be considered breach of contract.

H.3.4 The contractor agrees to protect the proprietary data and rights of other organizations made available from any source, which were disclosed to it, directly or indirectly during the performance of this contract with the same caution that a reasonable, prudent contractor would use to safeguard their own proprietary data and rights. In addition, the contractor agrees not to use or disclose the data for any other purpose than that for which it was furnished.

H.3.5 Notwithstanding paragraph H.4.1 above and any other provision herein, protection of and exclusion of use of proprietary data shall be extended for so long as the data remains proprietary. However, such protection and exclusion shall not be in effect when data is lawfully obtained by the contractor from some other sources without restriction.

H.3.6 The contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer. All proprietary data and any derivatives shall be returned to the Government at the end of the contract.

H.3.7 Subcontracts: The contractor shall include the subject conflict of interest provision, including this paragraph, in subcontracts of any tier which involve access to information covered in H.4.1 above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" whenever the latter appears.

H.3.8 The contractor agrees to thoroughly educate its employees through formal training, company policy information directives and procedures, and by providing an awareness of the legal provisions of FAR Part 9, subpart 9.5, so that each employee will understand the absolute necessity of safeguarding information developed under this contract from any one other than the Contractor's employees who have a need to know, and the U.S. Government.

H.3.9 The contracting officer or his designated representatives shall have full access for inspection of the contractor's premises, policies, and records for the purpose of reviewing actions and programs undertaken by the contractor to safeguard all information derived from this contract so that full compliance with FAR 9.5 policy requirements is achieved.

H.3.10 The contractor shall insure that employees utilized to perform the effort set forth in C.7 do not have direct or indirect financial interest in any offeror who proposal is under evaluation. The contractor shall screen their employees for potential conflicts. Use of an individual employees will be considered an affirmative declaration that no personal conflicts of interest exist.

*** END OF NARRATIVE H 0001 ***